

BID FORM

2016 _____,

This Bid is hereby tendered solely for the following property: _____.

Minimum Standards of the Bid:

1. A primary term of not more than two (2) years from date of execution. (If less than two (2) years, specify: _____).
2. A royalty to lessor not less than one-quarter (1/4) of all oil and gas produced from said land. (If greater than one quarter, please specify: _____).
3. Bonus money as specified by bidder, with a minimum of _____ dollars (\$_____) per net mineral acre.
_____ acres X \$_____ = total bonus money: _____
4. **THIS BID IS TENDERED FOR A NO-DRILL LEASE. NO SURFACE DRILLING/DRILL SITES SHALL OCCUR ON THE LEASED PREMISES.**
5. This Bid is tendered with the understanding that an oil and gas lease will be negotiated once the successful bidder is selected.
6. By submitting a bid, the bidder agrees to **waive**, and does hereby **waive**, any claim the bidder has or may have against the City of Mansfield, Texas, and the City's respective officers, employees and representatives for the award of attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid, waiver of any requirements under the Bid Documents, or the Lease Documents, acceptance or rejection of any Bids, and award of the Bid. By submitting a Bid, the bidder specifically waives any right to recover or be paid attorney's fees from the City of Mansfield, Texas, or any of the City's officers, employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended).
7. The bidder agrees that this is the intentional relinquishment of a presently existing known right.
8. By execution and submission of this Bid, the bidder hereby represents and warrants to the City of Mansfield, Texas, that the bidder has read and understands the Bid Documents and this Bid is made in accordance with the Bid

Documents. Bidder acknowledges that it understands all terms within the Bid Documents which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

9. By submitting a Bid, the bidder agrees to **waive** and does hereby **waive** any claim the bidder has or may have against the City of Mansfield, Texas and the City's officers, employees and representatives arising out of or in any way connected with the following:
 - A. the administration, evaluation or recommendation of any Bid;
 - B. waiver or deletion of any of the requirements under the Bid Documents or the Lease Documents;
 - C. acceptance or rejection of any Bids; and
 - D. award of the Bid or Lease.
10. By submitting a Bid, the bidder acknowledges that the bidder understands all terms of the Bid Documents and consents to the bidding process and the possibility of a negative assessment. By submitting a bid, the bidder acknowledges and agrees that there was and is no disparity of bargaining power between the bidder and the City of Mansfield, Texas.
11. The bidder agrees that this is the intentional relinquishment of the above listed presently existing rights.
12. The City of Mansfield, Texas, reserves the right to waive, delete or amend any of the requirements connected with this Bid or to reject any or all bids.

Certification of Bidder